

EXHIBIT 2



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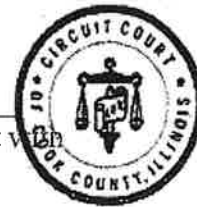
Atty. No: 62848
Atty. Name: LAW OFFICES OF STEPHENSON,
ACQUISTO & COLMAN, INC.
Atty. For: Plaintiffs
Address: 20 N. Clark St., Suite 3300
City: Chicago,
State: IL
Zip: 60602
Telephone: (312)-626-1870
Primary Email: Kdusold@sacfirm.com

Witness: _____

5/22/2023 4:28 PM IRIS Y. MARTINEZ

DOROTHY BROWN, Clerk of Court

Date of Service: _____
(To be inserted by officer on copy left with
Defendant or other person):



See Service List Below



* 5 0 2 9 3 8 0 1 *

Firm ID. #62848

SERVICE LIST

HEALTH CARE SERVICE CORPORATION, a Mutual Legal Reserve Co.
d.b.a BLUE CROSS AND BLUE SHIELD OF TEXAS
300 East Randolph St.,
Chicago IL 60601-5099

Firm ID. #62848

CLERK OF THE CIRCUIT COURT OF COOK COUNTY OFFICE LOCATIONS

- | | Divisions/Departments |
|---|---|
| ○ Richard J Daley Center
50 W Washington
Chicago, IL 60602 | Civil Division
Richard J Daley Center
50 W Washington, Rm 601
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm |
| ○ District 2 – Skokie
5600 Old Orchard Rd
Skokie, IL 60077 | ○ Chancery Division
Richard J Daley Center
50 W Washington, Rm 802
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm |
| ○ District 3 - Rolling Meadows
2121 Euclid
Rolling Meadows, IL 60008 | ○ Domestic Relations Division
Richard J Daley Center
50 W Washington, Rm 802
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm |
| ○ District 4 – Maywood
1500 Maybrook Ave
Maywood, IL 60153 | ○ Civil Appeals
Richard J Daley Center
50 W Washington, Rm 801
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm |
| ○ District 5 – Bridgeview
10220 S 76th Ave
Bridgeview, IL 60455 | ○ Criminal Department
Richard J Daley Center
50 W Washington, Rm 1006
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm |
| ○ District 6 – Markham
16501 S Kedzie Pkwy
Markham, IL 60428 | ○ County Division
Richard J Daley Center
50 W Washington, Rm 1202
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm |
| ○ Domestic Violence Court
555 W Harrison
Chicago, IL 60607 | ○ Probate Division |
| ○ Juvenile Center Building
2245 W Ogden Ave, Rm 13
Chicago, IL 60602 | |
| ○ Criminal Court Building
2650 S California Ave, Rm 526
Chicago, IL 60608 | |
| ○ Daley Center | |

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Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

- Law Division
Richard J Daley Center
50 W Washington, Rm 801
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm
- Traffic Division
Richard J Daley Center
50 W Washington, Lower Level
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm

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Atty. No: 62848

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ACQUISTO & COLMAN, INC.

Atty. For: Plaintiffs

Address: 20 N. Clark St., Suite 3300

City: Chicago,

State: IL

Zip: 60602

Telephone: (312)-626-1870

Primary Email: Kdusold@sacfirm.com

Witness: _____

5/22/2023 4:28 PM IRIS Y. MARTINEZ

DOROTHY BROWN, Clerk of Court

Date of Service: _____
(To be inserted by officer on copy left with
Defendant or other person):



See Service List Below



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50 W Washington, Lower Level
Chicago, IL 60602
Hours: 8:30 am - 4:30 pm



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5/8/2023 5:16 PM

IRIS Y. MARTINEZ

CIRCUIT CLERK

COOK COUNTY, IL

23L002009

Calendar, I

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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

STANFORD HEALTH CARE, a
California not-for-profit healthcare
corporation,

Plaintiff,

v.

HEALTH CARE SERVICE
CORPORATION, a Mutual Legal
Reserve Co. d.b.a. BLUE CROSS AND
BLUE SHIELD OF ILLINOIS and BLUE
CROSS AND BLUE SHIELD OF
TEXAS; and DOES 1 THROUGH 25,
INCLUSIVE,

Defendants.

Case No. 2023 L 002009

COMMERCIAL CALENDAR

JURY TRIAL DEMANDED

**PLAINTIFF STANFORD HEALTH CARE'S
FIRST AMENDED COMPLAINT AT LAW**

1. Plaintiff, STANFORD HEALTH CARE, a California not-for-profit (hereinafter "Plaintiff" or "STANFORD"), by and through its attorneys, LAW OFFICES OF STEPHENSON, ACQUISTO & COLMAN, for its First Amended Complaint at Law ("Complaint") against HEALTH CARE SERVICE CORPORATION d.b.a. BLUE CROSS AND BLUE SHIELD OF ILLINOIS and BLUE CROSS AND BLUE SHIELD OF TEXAS, on behalf of itself and its Affiliates, (hereinafter "HCSC"), and DOES 1 THROUGH 25, INCLUSIVE, upon personal information as to their own activities and upon information and belief as

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to the activities of others and all other matters, and states as follows:

INTRODUCTION

2. This is an action against HCSC for breach of implied-in-fact contract and *quantum meruit* arising from a business relationship between STANFORD and HCSC. By this action, STANFORD seeks compensatory damages, interest, and attorney's fees and costs.

PARTIES

3. STANFORD, a California not-for-profit healthcare corporation, is organized and existing pursuant to the laws of the State of California. STANFORD has its principal place of operation in the community of Stanford, County of Santa Clara, State of California, and is incorporated in the State of California.

4. HCSC is a domestic insurance company, incorporated in the state of Illinois with its principal office located in Chicago, Illinois. HCSC is registered with the Illinois Department of Insurance with an active status. HCSC has a registered agent in the City of Chicago, County of Cook, and State of Illinois.

5. STANFORD is unaware of the true names and capacities, whether

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corporate, associate, individual, partnership or otherwise of defendants DOES 1 through 25, inclusive, and therefore sues such defendants by such fictitious names. STANFORD will seek leave of the Court to amend this Complaint to allege its true names and capacities when ascertained.

6. HCSC and Does 1 through 25, inclusive, shall be collectively referred to as “HCSC” or “Defendants.”

7. Defendants, each of them, at all relevant times, have transacted business in the State of Illinois. The violations alleged within this Complaint have been and are being carried out in the State of Illinois.

8. STANFORD is informed, believes and thereon alleges that, at all relevant times, each of the Defendants, including the defendants named “Doe,” was and is the agent, employee, employer, joint venturer, representative, alter ego, subsidiary and/or partner of one or more of the other defendants, and was, in performing the acts complained of herein, acting within the scope of such agency, employment, joint venture, or partnership authority, and/or is in some other way responsible for the acts of one or more of the other defendants.

JURISDICTION AND VENUE

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9. Jurisdiction over this matter exists under 735 ILCS 5/2-209 because HCSC is a resident of the State of Illinois, has a registered agent in the State of Illinois, transacts business in Illinois, is licensed with the State of Illinois Department of Insurance and because HCSC's making and performance of the transactions, and the implied-in-fact contracts at issue are substantially connected with the State of Illinois.

10. Venue is proper in the Circuit Court of Cook County pursuant to 735 ILCS 5/2-101 and 5/2-103 because it is the county in which the transactions occur out of which the cause of action arises.

FACTUAL BACKGROUND

11. STANFORD, between the dates of January 3, 2017 and June 24, 2022 provided medically necessary treatment to the individuals identified on the spreadsheet attached as Exhibit A¹ to this Complaint (and which is incorporated herein by this reference as though set forth in full) (the "Patients") totaling ninety-five (95) claims.

¹ STANFORD has limited disclosure of patient identification here pursuant to the privacy provisions of the Health Insurance Portability & Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320 *et seq.*, General Information Privacy Act, 410 ILCS 513/15 – 50; and General Administrative Order 18-1.

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12. STANFORD is informed and believes and thereon alleges that at all relevant times Patients were enrollees and/or beneficiaries of health plans sponsored, financed, administered, and/or funded by HCSC.

13. Prior to the dates of service set forth in Ex. A, STANFORD sought and received authorization for treatment from HCSC. HCSC gave authorization reference numbers and approved the medically necessary services rendered to Patients, and HCSC approved admission of the Patients.

14. On the dates of service set forth in Ex. A (“the Dates of Service”), STANFORD rendered medically necessary services, supplies and/or equipment to Patients until Patients became stable for discharge from STANFORD.

15. STANFORD is informed and believes and thereon alleges HCSC is financially responsible for the medically necessary services, supplies, and/or equipment (including, but not limited to, emergency care) rendered to the Patients on the Dates of Service.

16. STANFORD’s usual and customary charges for the medically necessary services, supplies and/or equipment rendered to Patients amounted to \$23,858,391.21.

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17. STANFORD timely and properly submitted the bills containing said charges for the medically necessary services, supplies, and/or equipment rendered to Patients to HCSC for payment.

18. Rather than properly and fully pay STANFORD for the medically necessary services, supplies, and/or equipment STANFORD rendered to the Patients, HCSC underpaid, issuing payment of only \$3,768,166.90.

19. HCSC failed to pay fully and properly STANFORD for the medically necessary services, supplies, and/or equipment rendered to Patients, despite demands thereof.

20. HCSC received premium payments for Patients' enrollment and coverage in HCSC's respective health plans.

21. HCSC unjustly benefitted by not paying fully STANFORD for the reasonable value of such services. HCSC promised its beneficiaries (including Patients) that it would pay medical providers who provided emergency and necessary medical treatment to those beneficiaries in exchange for Patients' premiums, collected such premiums and then refused despite demands to fully and properly pay STANFORD the reasonable and customary value of the medical care

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rendered to HCSC's beneficiaries as specified in Ex. A. HCSC accepted the services STANFORD provided to Patients as demonstrated by acts including but not exclusive to issuing authorizations and collection of premiums.

22. HCSC further unjustly and directly benefitted when it caused STANFORD to treat its beneficiaries, Patients, thus improving HCSC's patient-population risk pool as Patient was now healthier and less of a cost exposure risk to HCSC's insurance funds and allowing HCSC's profits to continue with further guarantee that a healthier and still living Patient would ensure that the HCSC would be allowed to collect future premiums for Patients' enrollment in HCSC's health plan.

23. HCSC further unjustly and directly benefited when it caused STANFORD to treat its beneficiaries, Patients, in the following ways

a) Improved Health Outcomes – HCSC has a vested interest in keeping their enrollees, like Patients, healthy, as healthier individuals require less medical care and incur fewer costs. By encouraging their enrollees, like Patients, to seek medical care when needed, including hospitalization, when necessary, HCSC helped prevent Patients' illness from becoming more serious

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and costly for HCSC.

b) Better Customer satisfaction – when Patients received quality care at STANFORD, Patients were more satisfied with their health insurance coverage which led to increased loyalty and retention rates for HCSC.

c) Increased Market Share – by offering competitive coverage that includes access to high-quality hospitals, like STANFORD, HCSC was able to attract new customers and retain existing ones. This helped them gain a larger share of the market which led to increased profits and better bargaining power with healthcare providers.

d) Cost Savings – with an improved health outcome of Patients, HCSC saved money by avoiding further future costly treatments and is therefore able to keep premiums lower for their customers, further increasing HCSC's attractiveness and competitiveness in expanding its patient-pool.

24. As a direct and proximate result of HCSC's wrongful conduct, STANFORD has suffered damages in an amount to be proven at trial but not less than the sum of \$4,929,127.71 exclusive of interest.

COUNT I – BREACH OF IMPLIED-IN-FACT CONTRACT

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(Against Defendant HCSC and DOES 1 through 24, inclusive)

25. STANFORD incorporates by reference and re-alleges paragraphs 1-24 of this Complaint here as though set forth in full.

26. This action is founded upon a written contract (the “Contract”) effective September 8, 2014 between STANFORD and Anthem Blue Cross (d.b.a. Blue Cross of California and affiliates) — a non-party to this action. Among other things, the Contract obligated STANFORD to medically treat individuals who were certain beneficiaries of non-Anthem Blue Cross health plans. Specifically, the Contract obligated STANFORD to medically treat individuals belonging to health plans financed, sponsored, and/or administered by member companies belonging to the national Blue Cross Blue Shield Association of which HCSC is one such member.

27. Although HCSC was not a signatory to or obligee of the Contract, the Contract nonetheless bound STANFORD to treat HCSC’s beneficiaries. The Contract also obligated STANFORD to accept as payment in full monies received from Blue Cross Blue Shield Association member companies (such as HCSC) that were made at the discounted rates found within the Contract.



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28. At all relevant times, the Contract between STANFORD and Anthem Blue Cross bound STANFORD to treat beneficiaries not only of health plans financed, sponsored, and/or administered by Anthem Blue Cross, but also for beneficiaries of health plans financed, sponsored, and/or administered by member companies of the national Blue Cross Blue Shield Association. One such member company of said association is HCSC. Thus, even though HCSC never signed the Contract nor is obligated under the Contract, STANFORD must nevertheless medically treat HCSC members and accept payment, in full, from such member companies, with the payment received conforming to the rates found within the Contract.

29. All HCSC needed to do to take advantage of such medical treatment and discounted rates on behalf of its members/beneficiaries was to issue a “Blue Card” program identification card. The members/beneficiaries could then present their “Blue Card” program identification card to STANFORD at admission, which signaled to STANFORD that it must medically treat such patient pursuant to the terms of the Contract and must accept payments at the discounted rates found in the Contract even though HCSC was not a signatory to the Contract. Otherwise,

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STANFORD would be in violation of its duties owed to Anthem Blue Cross.

30. In this way — by conduct alone and with no express agreement between them — an implied-in-fact contract arose between STANFORD and HCSC each time one of the Patients presented to STANFORD their BCBS-issued “Blue Card” program identification card and/or otherwise identified themselves as being a member/beneficiary of a health plan financed, sponsored, and/or administered by a member company of the national Blue Cross Blue Shield Association.

31. Each of the Patients specified in Exhibit A presented a “Blue Card” program identification card issued by HCSC and/or otherwise identified themselves as belonging to a health plan financed, sponsored, and/or administered by HCSC at the time of their hospital stay at STANFORD on the Dates of Service.

32. Accordingly, each time one of the Patients sought medical treatment at STANFORD and so identified themselves, an implied-in-fact contract arose in which STANFORD agreed to render to that Patient all medically necessary services, supplies, and/or equipment needed by that individual and secondarily agreed to accept as payment, in full, monies received from HCSC that were in

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conformance to the discounted rates found in the Contract. In return, HCSC agreed to pay for such care, albeit at the appropriate discounted rate regarding such care.

33. STANFORD's usual and customary charges for rendering the medically necessary services, supplies, and/or equipment to the Patients set forth in Exhibit A, amounted to \$23,858,391,21. At the rates found within the Contract, HCSC should have paid an aggregate amount of \$8,694,294.61. However, HCSC only paid \$3,768,166.90, leaving a deficit of \$4,926,127.71, amounted to a breach of its implied-in-fact contracts with STANFORD.

34. No express written contract between HCSC and STANFORD existed to prescribe payment for the medically necessary services, supplies, and/or equipment rendered to Patients and STANFORD did not perform those services gratuitously. Rather, HCSC knew and understood that STANFORD rendered such treatment with the expectation of being paid the discounted rates under the Contract and through the Blue Card program.

35. Prior to the treatment rendered by STANFORD, through industry custom and practice, HCSC impliedly agreed, promissory impliedly expressed

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and understood that STANFORD would render medically necessary care to HCSC beneficiaries, submit bills for such care to HCSC, and that HCSC would pay the discounted rates under the Contract to STANFORD for the necessary medical treatment rendered to Patients, rather than Patients themselves (except for co-payments, deductibles, and co-insurance amounts, in any).

36. Specifically, prior to the dates that STANFORD admitted Patients to its facilities for medical services, STANFORD contacted HCSC to verify Patients' healthcare eligibility under a HCSC health plan, to obtain authorization from HCSC for the medical services rendered and to be rendered, and to establish its right to be paid by HCSC the discounted rates under the Contract for such care. In response, HCSC represented that Patients were beneficiaries of one of HCSC's health plans, provided the authorization numbers incorporated in Ex A, and approved admissions of the Patients.

37. At no time did HCSC represent that it would not pay the discounted rates under the Contract to STANFORD for the necessary medical treatment rendered to Patients.

38. Through STANFORD's treating the Patients, STANFORD's initiating

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contact with HCSC as described above, and HCSC's instructing the Patients to present their HCSC-issued "Blue Card" membership identification to STANFORD, Plaintiff and Defendant entered into an implied-in-fact contract. The Contract was also formed through industry custom and practice, as well as Plaintiff and Defendant's prior and on-going course of conduct *vis-à-vis* the "Blue Card" program. Prior course of conduct included, among other things:

- a) HCSC's issuance of identification cards to Patients;
- b) HCSC's instructing Patients to present such identification cards to medical providers so as to give assurances to those medical providers that such care would be paid for;
- c) STANFORD communicating with HCSC to ask for authorizations to render medical care to Patients and HCSC issuing authorizations to STANFORD for such care;
- d) HCSC communicating to STANFORD the medical eligibility benefits for Patients without advising STANFORD that HCSC would not make full payment of the discounted rates under the Contract for the services to be provided to Patients;

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e) HCSC sending written approvals to STANFORD for the specified medical services for Patients;

f) HCSC requesting that STANFORD send HCSC clinical information and medical records.

39. In addition, prior course of conduct by HCSC included STANFORD submitting claims to HCSC and in response, HCSC would properly pay the discounted rates under the Contract of those claims. Over the last five (5) years, STANFORD has billed numerous claims and HCSC has satisfactorily paid on a number of claims submitted by STANFORD in the near identical manner and method as the facts alleged herein.

40. HCSC directly and deliberately benefited from those services by prompting, through its words and prior and ongoing conduct, and through the custom and practice in the healthcare industry, that STANFORD perform those services on Patients who were beneficiaries of HCSC, thus fulfilling HCSC's obligation to secure medically necessary healthcare for its beneficiaries. When Patients received those services, the express insurance coverage agreement made between HCSC and Patients was satisfied and HCSC was able to retain rightfully

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the premiums paid on behalf of Patients for enabling Patients to receive the medical care performed by STANFORD. Further, STANFORD directly conferred a benefit upon HCSC because it allowed HCSC to make good on promises made to HCSC's members/beneficiaries to arrange for them to receive timely medical care at a first-rate medical facility.

41. STANFORD provided medically necessary care to HCSC beneficiaries as described above.

42. STANFORD properly billed HCSC for the medically necessary services provided to Patients as listed in Ex. A.

43. HCSC breached the implied-in-fact contract by paying only \$3,768,294.61, resulting in an aggregate underpayment of \$4,926,127.71 according to the discounted rates under the Contract for the medical services performed by STANFORD.

44. STANFORD performed all conditions required on its part to be performed in accordance with the terms and conditions of the implied-in-fact contract.

45. HCSC breached the implied-in-fact contract by underpaying

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STANFORD for the medically necessary services, supplies and/or equipment rendered or supplied to Patients.

46. As a direct and proximate result of HCSC's breach of the implied-in-fact contract, STANFORD suffered damages in an amount to be proven at trial but not less than the sum of \$4,926,127.71, exclusive of interest.

47. WHEREFORE, STANFORD prays this Court enter judgment in its favor and against HCSC as follows:

- a) For the principal sum of \$4,926,127.71;
- b) For interest on such principal sum at the rate of 9% per annum, pursuant to 215 ILCS 5/368(a)(c) and 815 ILCS 205/4, or in the alternative, for interest on such principal sum at the rate of 5% per annum, pursuant to 815 ILCS 205/2 and;
- c) For court costs and reasonable attorney's fees as provided in 215 ILCS 5/155, and/or a sum not in excess of 60% of the recovery as provided for in 215 ILCS 5/155(a), and;
- d) For such other and further relief as the Court deems just and proper.

COUNT II – QUANTUM MERUIT (IN THE ALTERNATIVE)

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(Against Defendant HCSC and DOES 1 through 24, inclusive)

48. STANFORD incorporates by reference and re-alleges paragraphs 1-24 of this Complaint here as though set forth in full.

49. On the dates of service set forth in Ex. A, STANFORD provided emergency and/or medically necessary care to Patients.

50. In the alternative, assuming *arguendo* that it is determined that no express or implied-in-fact contract between HCSC and STANFORD existed, or that such a contract cannot be enforced as to the payment for the medically necessary services, supplies and/or equipment rendered to Patients, Plaintiff should nevertheless be fully paid for medical treatment and services rendered under the common law doctrine of *quantum meruit*.

51. STANFORD did not perform these services gratuitously. Rather, HCSC, by its words and prior and ongoing conduct, and through the custom and practice in the healthcare industry, knew and understood that STANFORD rendered such treatment with the expectation of being paid.

52. Prior to the treatment rendered by STANFORD to Patients, through industry custom and practice, HCSC impliedly agreed and understood that

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STANFORD would render medically necessary services to HCSC beneficiaries, submit bills for such care to HCSC, and that HCSC would pay the usual and customary value to STANFORD for the necessary medical treatment rendered to Patients, rather than Patients themselves (except for co-payments, deductibles, and co-insurance amounts, in any).

53. Specifically, prior to the dates that STANFORD admitted Patients to its facilities for medical services, STANFORD contacted HCSC via phone, facsimile, or electronic communication, to verify Patients' healthcare eligibility under a HCSC health plan, to obtain authorization from HCSC for the medical services rendered and to be rendered, and to establish its right to be paid by HCSC the usual and customary value for such care. In response via phone, facsimile, and/or electronic communication, including but not limited to an electronic portal, HCSC represented that Patients were beneficiaries of one of HCSC's health plans, provided authorization numbers incorporated herein, and approved admission of Patients.

54. At no time did HCSC represent that it would not pay the usual and customary value to STANFORD for the necessary medical treatment rendered to

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Patients and at no time did STANFORD represent that it would perform the services gratuitously.

55. By treating Patients and initiating contact with HCSC as described above, STANFORD provided a benefit to HCSC and HCSC failed to compensate properly STANFORD for that received benefit, despite the prior and on-going course of conduct between STANFORD and HCSC. Prior course of conduct included, among other things:

- a) HCSC's issuance of identification cards to Patients;
- b) HCSC's instructing Patients to present such identification cards to medical providers so as to give assurances to those medical providers that such care would be paid for;
- c) STANFORD communicating with HCSC to ask for authorization to render medical care to Patients and HCSC issuing authorization to STANFORD for treatment for that care;
- d) HCSC communicating to STANFORD the medical eligibility benefits for Patients without advising STANFORD that HCSC would not make full payment of the usual and customary value of the services to be provided to

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Patients;

e) HCSC sending written approval to STANFORD for the specified medical services for Patients;

f) HCSC requesting that STANFORD send HCSC clinical information and medical records.

56. In addition, prior course of conduct by HCSC included STANFORD submitting claims to HCSC and in response, HCSC would properly pay the usual and customary value of those claims. Over the last five (5) years, STANFORD have billed numerous claims and HCSC has satisfactorily paid on a number of claims submitted by STANFORD in the near identical manner and method as the facts alleged herein.

57. In addition, HCSC pre-verified Patients' coverage and eligibility and authorized the treatments.

58. HCSC's authorizations for the treatments were implied requests to STANFORD to perform those services on behalf of Patients.

59. STANFORD rendered such treatments after the implied requests for such services by HCSC and STANFORD intended those services to benefit,

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among others, HCSC.

60. HCSC directly and deliberately benefited from those services by prompting, through its words and prior and ongoing conduct, and through the custom and practice in the healthcare industry, that STANFORD perform those services on Patients who were beneficiaries of HCSC, thus fulfilling HCSC's obligation to secure medically necessary healthcare for its beneficiaries. When Patients received those services, the express insurance coverage agreement made between HCSC and Patients was satisfied and HCSC was able to retain rightfully the premiums paid on behalf of Patients for enabling Patients to receive the medical care performed by STANFORD. Further STANFORD directly conferred a benefit upon HCSC because it allowed HCSC to make good on promises made to HCSC's members/beneficiaries to arrange for them to receive timely medical care at a first-rate medical facility.

61. STANFORD provided medically necessary care to the HCSC beneficiaries as described above.

62. STANFORD properly billed HCSC for the medically necessary services provided to Patients as listed in Ex. A.

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63. STANFORD is informed and believes and alleges thereon that HCSC expressly instructed its beneficiaries (including Patients) to seek medical care in an emergency from the nearest medical provider and for such beneficiaries to tell the emergency medical provider to send HCSC the bills for such care for payment by HCSC (except for co-payments, deductibles and co-insurance amounts, if any).

64. After STANFORD rendered the care specified in Ex. A to Patients, STANFORD properly and timely billed HCSC for such care.

65. The reasonable value of the medical care provided was and is the usual and customary charges of those services, that is the total billed charges in the bills submitted to HCSC by STANFORD for \$23,858,391.21. HCSC paid only \$3,768,166.90, leaving a deficit of \$20,090,224.31 owed to STANFORD.

66. Despite demands thereon, HCSC has refused to pay fully STANFORD for the medical care rendered to Patients as set forth in Exhibit A.

67. STANFORD did not perform these services gratuitously, but rather expected to be paid the reasonable and customary value for such services which amounts to \$23,858,391.21.

68. HCSC unjustly benefitted by not paying fully STANFORD for the

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reasonable value of such services. HCSC promised its beneficiaries (including Patients) that it would pay medical providers who provided emergency and necessary medical treatment to those beneficiaries in exchange for Patients' premiums, collected such premiums and then refused despite demands to fully and properly pay STANFORD the reasonable and customary value of the medical care rendered to HCSC's beneficiaries as specified in Ex. A. HCSC accepted the services STANFORD provided to Patients as demonstrated by acts including but not exclusive to issuing authorizations and collection of premiums.

69. As a direct and proximate result of HCSC's misconduct, STANFORD has suffered damages in an amount to be proven at trial but not less than the sum of \$20,090,224.31, exclusive of interest.

70. WHEREFORE, STANFORD prays this Court enter judgment in its favor and against HCSC as follows:

- a) For the principal sum of \$20,090,224.31;
- b) For interest on such principal sum at the rate of 9% per annum, pursuant to 215 ILCS 5/368(a)(c) and 815 ILCS 205/4, or in the alternative, for interest on such principal sum at the rate of 5% per annum, pursuant to 815

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ILCS 205/2;

c) For court costs and reasonable attorney's fees as provided in 215 ILCS 5/155, and/or a sum not in excess of 60% of the recovery as provided for in 215 ILCS 5/155(a), and;

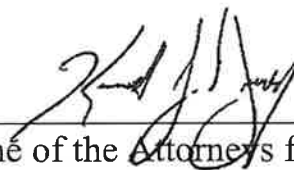
d) For such other and further relief as the Court deems just and proper.

Dated: 5/8/2023

Respectfully submitted,

LAW OFFICES OF STEPHENSON,
ACQUISTO & COLMAN, INC.

By: /s/


One of the Attorneys for Plaintiff
STANFORD HEALTH CARE

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LUCILE SALTER PACKARD CHILDREN'S HOSPITAL, STANFORD HEALTH CARE, STANFORD HEALTH CARE - TRI-VALLEY SYCAMORE HEALTH CARE - PROFESSIONAL V. BLUE CROSS BLUE SHIELD OF ILLINOIS, BLUE CROSS BLUE SHIELD OF ILLINOIS PPO, BLUE CROSS BLUE SHIELD OF TEXAS, BLUE CROSS CHILDREN'S HOSPITAL, BLUECROSS BLUE SHIELD OF NEW MEXICO										
FC 28536										
COOK COUNTY, IL										
No.	File Number	Admit Date	Discharge Date	Patient ID	Provider Name	Total Charges	Calambokidis BC 226590884	Total Paid	Total Outstanding Balance Under Anthem BC Contract	Total Outstanding Balance of Reasonable and Customary Charges
1	000067210557	6/3/2020	6/3/2020	HP1000865990	STANFORD HEALTH CARE	\$20,508.76	\$11,880.17	\$0.00	\$11,880.17	\$20,508.76
2	050001599175	2/22/2021	3/1/2021	LC8854482060	STANFORD HEALTH CARE	\$586,973.74	\$165,783.99	\$0.00	\$165,783.99	\$586,973.74
3	050000770896	11/25/2020	12/4/2020	AMR039072014	STANFORD HEALTH CARE	\$597,520.68	\$313,817.86	\$123,680.00	\$190,137.86	\$473,840.68
4	000067831146	10/16/2020	10/16/2020	XDM952W06077	STANFORD HEALTH CARE	\$133,121.92	\$133,121.92	\$1,905.46	\$131,216.46	\$131,216.46
5	050006401000	6/24/2022	6/24/2022	CAL103A53980	STANFORD HEALTH CARE	\$749,768.70	\$58,871.65	\$57,246.00	\$1,625.65	\$692,522.70
6	000064931486	7/12/2019	7/12/2019	AJL840610200	STANFORD HEALTH CARE	\$15,514.45	\$9,061.02	\$7,404.14	\$1,656.88	\$8,110.31
7	050003042197	6/24/2021	6/24/2021	MMU825566527	STANFORD HEALTH CARE	\$15,889.00	\$9,014.44	\$225.46	\$8,788.98	\$15,663.54
8	050000131770	9/28/2020	9/28/2020	ADE826815132	STANFORD HEALTH CARE	20,384.77	\$11,680.08	\$9,864.27	\$1,815.81	\$10,520.50
9	050000161432	10/12/2020	10/12/2020	XOF827945739	STANFORD HEALTH CARE	\$35,737.40	\$17,741.45	\$0.00	\$17,741.45	\$35,737.40
10	000073275316	12/5/2020	12/6/2020	ADE831300626	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$80,993.60	\$27,562.12	\$0.00	\$27,562.12	\$80,993.60
11	050000097700	9/23/2020	9/26/2020	TEA806396022	STANFORD HEALTH CARE	\$387,425.27	\$295,039.21	\$0.00	\$295,039.21	\$387,425.27
12	000072300411	3/7/2019	3/7/2019	UAG823720945	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$65,722.40	\$25,584.10	\$9,195.07	\$16,389.03	\$56,527.33
13	000072334472	3/29/2019	3/29/2019	UAG823720945	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$90,375.80	25,584.10	\$20,885.07	\$4,699.03	\$69,490.73
14	000072405292	5/24/2019	5/24/2019	UAG823720945	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$108,950.70	\$25,584.13	\$32,171.07	(\$6,586.94)	\$76,779.63
15	000072437076	6/21/2019	6/21/2019	UAG823720945	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$98,473.70	\$46,945.09	\$25,944.55	\$21,000.54	\$72,529.15

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL, STANFORD HEALTH CARE, STANFORD HEALTH CARE - TRI-VALLEY, STANFORD HEALTH CARE- PROFESSIONAL V. BLUE CROSS BLUE SHIELD OF ILLINOIS, BLUE CROSS BLUE SHIELD OF ILLINOIS PPO, BLUE CROSS BLUE SHIELD OF TEXAS, BLUE CROSS COMMUNITY HEALTH PLAN, BLUECROSS BLUE SHIELD OF NEW MEXICO										
FC 28536										
No.	File Number	Admit Date	Discharge Date	Patient ID	Provider Name	Total Charges	Expected Under Anthem BC Contract	Total Paid	Total Outstanding Balance Under Anthem BC Contract	Total Outstanding Balance of Reasonable and Customary
16	000072348145	4/26/2019	4/26/2019	UAG823720945	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$92,945.60	\$25,584.07	\$22,528.65	\$3,055.42	\$70,416.95
17	000072437211	7/19/2019	7/19/2019	UAG823720945	LUCILE SALTER PACKARD CHILDREN'S HOSPITAL	\$97,926.50	\$25,584.08	\$25,577.23	\$6.85	\$72,349.27
18	000293708410	7/22/2020	7/25/2020	ULF836956660	STANFORD HEALTH CARE- PROFESSIONAL	\$48,644.00	\$46,556.48	\$1,592.48		\$47,051.52
19	000067258637	6/1/2020	7/6/2020	HPU000943349	STANFORD HEALTH CARE	\$2,310,569.24	\$1,194,332.70	\$0.00	\$1,194,332.70	\$2,310,569.24
20	000066552030	6/30/2020	6/30/2020	NEI801061795	STANFORD HEALTH CARE	\$15,311.58	\$8,889.03	\$7,158.94	\$1,730.09	\$8,152.64
21	050003350513	7/31/2021	9/1/2021	PAS825998365	STANFORD HEALTH CARE	\$4,555,659.06	\$470,053.46	\$0.00	\$470,053.46	\$4,555,659.06
22	050005167049	1/24/2022	2/2/2022	AYC841483786	STANFORD HEALTH CARE	\$698,510.17	\$329,207.84	\$321,667.74	\$7,540.10	\$376,842.43
23	050004079188	10/14/2021	10/18/2021	W4F831102474	STANFORD HEALTH CARE	\$65,563.96	\$65,673.96	\$0.00	\$65,673.96	\$65,563.96
24	050003259397	7/20/2021	7/22/2021	W4F830849669	STANFORD HEALTH CARE	\$46,655.53	\$12,272.00	\$0.00	\$12,272.00	\$46,655.53
25	050000516695	11/3/2020	11/7/2020	H7P740959571	STANFORD HEALTH CARE	\$159,380.92	\$49,088.00	\$0.00	\$49,088.00	\$159,380.92
26	000066677489	3/5/2020	3/5/2020	UAL834152202	STANFORD HEALTH CARE	\$20,625.39	\$11,748.06	\$171.74	\$11,576.32	\$20,453.65
27	050000325123	10/7/2020	10/18/2020	L3C831050459	STANFORD HEALTH CARE	\$1,007,950.04	\$411,001.00	\$292,402.00	\$118,599.00	\$715,548.04
28	000067085848	7/16/2020	7/16/2020	SFZ846517753	STANFORD HEALTH CARE	\$22,749.98	\$11,350.20	\$5,658.37	\$5,691.83	\$17,091.61
29	050001429005	2/25/2021	4/16/2021	SFZ846517753	STANFORD HEALTH CARE	\$3,794,474.04	\$1,801,616.27	\$1,634,025.31	\$167,590.96	\$2,160,448.73
30	050000026813	9/2/2020	9/2/2020	BHP835445009	STANFORD HEALTH CARE	\$17,636.00	\$7,440.62	\$0.00	\$7,440.62	\$17,636.00
31	050000956944	12/18/2020	12/18/2020	MXD841337733	STANFORD HEALTH CARE	\$18,944.00	\$10,336.50	\$0.00	\$10,336.50	\$18,944.00
32	161787435	2/28/2018	2/28/2018	MOX821652226	STANFORD HEALTH CARE	\$40,805.00	\$16,003.37	\$0.00	\$16,003.37	\$40,805.00
33	050000944832	12/21/2020	12/21/2020	KOM827982294	STANFORD HEALTH CARE	\$99,022.28	\$24,856.33	\$12,603.08	\$12,253.25	\$86,419.20
34	050002417211	8/24/2021	8/24/2021	PGI835384394	STANFORD HEALTH CARE	\$90,868.73	\$40,466.08	\$0.00	\$40,466.08	\$90,868.73

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL, STANFORD HEALTH CARE, STANFORD HEALTH CARE - TRI-VALLEY, STANFORD HEALTH CARE- PROFESSIONAL V. BLUE CROSS BLUE SHIELD OF ILLINOIS, BLUE CROSS BLUE SHIELD OF ILLINOIS PPO, BLUE CROSS BLUE SHIELD OF TEXAS, BLUE CROSS COMMUNITY HEALTH PLAN, BLUECROSS BLUE SHIELD OF NEW MEXICO										
FC 28536										
No.	File Number	Admit Date	Discharge Date	Patient ID	Provider Name	Total Charges	Expected Under Anthem BC Contract	Total Paid	Total Outstanding Balance Under Anthem BC Contract	Total Outstanding Balance of Reasonable and Customary
35	050001932934	4/1/2021	4/2/2021	W4F830482840	STANFORD HEALTH CARE	\$267,498.66	\$84,241.23	\$58,758.66	\$25,482.57	\$208,740.00
36	000264732100	5/15/2019	5/15/2019	NLT821046601	STANFORD HEALTH CARE- PROFESSIONAL	\$14,087.50	\$14,087.50	\$0.00	\$14,087.50	\$14,087.50
37	040000209090	6/30/2021	7/1/2021	U3V825734911	STANFORD HEALTH CARE - TRI-VALLEY	\$82,123.98	\$32,192.38	\$31,678.75	\$513.63	\$50,445.23
38	000067439537	7/12/2020	7/12/2020	DEF831990340	STANFORD HEALTH CARE	\$23,629.72	\$13,668.33	\$0.00	\$13,668.33	\$23,629.72
39	050001475118	3/10/2021	3/10/2021	LEL843842815	STANFORD HEALTH CARE	\$33,264.45	\$11,358.00	\$0.00	\$11,358.00	\$33,264.45
40	000067815929	8/27/2020	8/27/2020	UAL835977753	STANFORD HEALTH CARE	\$18,480.00	\$10,790.47	\$0.00	\$10,790.47	\$18,480.00
41	000063370337	11/16/2018	11/16/2018	YTE845062762	STANFORD HEALTH CARE	\$74,897.65	\$26,049.00	\$0.00	\$26,049.00	\$74,897.65
42	000064749297	6/25/2019	6/25/2019	DNL824858198	STANFORD HEALTH CARE	\$47,853.00	\$18,551.49	\$10,518.26	\$8,033.23	\$37,334.74
43	050004323109	12/13/2021	12/15/2021	LCB889365780	STANFORD HEALTH CARE	\$223,036.80	\$60,718.16	\$0.00	\$60,718.16	\$223,036.80
44	050000718703	12/22/2020	12/22/2020	PAS832343129	STANFORD HEALTH CARE	\$33,041.19	\$12,629.16	\$3,762.72	\$8,866.44	\$29,278.47
45	050000598120	12/15/2020	12/15/2020	PAS832343129	STANFORD HEALTH CARE	\$33,558.93	\$12,912.58	\$4,062.04	\$8,850.54	\$29,496.89
46	050000718704	1/5/2021	1/5/2021	PAS832343129	STANFORD HEALTH CARE	\$33,767.83	\$13,072.35	\$0.00	\$13,072.35	\$33,767.83
47	000067051918	4/29/2020	4/29/2020	NCF172M89392	STANFORD HEALTH CARE	\$15,249.51	\$7,080.88	\$0.00	\$7,080.88	\$15,249.51
48	000066160500	12/12/2019	12/12/2019	BHP834898241	STANFORD HEALTH CARE	\$10,093.76	\$5,798.85	\$3,822.24	\$1,976.61	\$6,271.52
49	000067328915	7/13/2020	7/13/2020	BHP842267404	STANFORD HEALTH CARE	\$43,277.88	\$15,495.06	\$0.00	\$15,495.06	\$43,277.88
50	050000451639	11/20/2020	11/20/2020	FJC848250460	STANFORD HEALTH CARE	\$30,339.68	\$15,956.00	\$0.00	\$15,956.00	\$30,339.68
51	000066630365	3/4/2020	3/4/2020	UAL824114245	STANFORD HEALTH CARE	\$86,105.71	\$24,948.52	\$7,406.47	\$17,542.05	\$78,699.24
52	000066610666	2/26/2020	2/26/2020	UAL824114245	STANFORD HEALTH CARE	\$87,520.71	\$32,864.14	\$7,915.64	\$24,948.50	\$79,605.07
53	050000037603	9/23/2020	9/23/2020	ZGP838060120	STANFORD HEALTH CARE	\$183,032.77	\$94,040.23	\$18,196.99	\$75,843.24	\$164,835.78
54	000062002146	3/22/2018	3/22/2018	XOF824229100	STANFORD HEALTH CARE	\$16,114.41	\$16,114.41	\$0.00	\$16,114.41	\$16,114.41
55	159372050	1/3/2017	1/31/2017	LFM834866385	STANFORD HEALTH CARE	\$220,053.88	\$79,893.35	\$54,474.27	\$25,419.08	\$165,579.61

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL, STANFORD HEALTH CARE, STANFORD HEALTH CARE - TRI-VALLEY, STANFORD HEALTH CARE- PROFESSIONAL V. BLUE CROSS BLUE SHIELD OF ILLINOIS, BLUE CROSS BLUE SHIELD OF ILLINOIS PPO, BLUE CROSS BLUE SHIELD OF TEXAS, BLUE CROSS COMMUNITY HEALTH PLAN, BLUECROSS BLUE SHIELD OF NEW MEXICO										
FC 28536										
No.	File Number	Admit Date	Discharge Date	Patient ID	Provider Name	Total Charges	Expected Under Anthem BC Contract	Total Paid	Total Outstanding Balance Under Anthem BC Contract	Total Outstanding Balance of Reasonable and Customary
56	000064309022	5/30/2019	5/30/2019	LFM834866385	STANFORD HEALTH CARE	\$44,977.60	\$14,733.89	\$8,836.32	\$5,897.57	\$36,141.28
57	00006772837	9/25/2020	9/25/2020	ADE824445202	STANFORD HEALTH CARE	\$16,604.07	\$15,596.00	\$0.00	\$15,596.00	\$16,604.07
58	050001509374	2/9/2021	2/9/2021	ADE828449977	STANFORD HEALTH CARE	\$111,450.00	\$37,886.96	\$0.00	\$37,886.96	\$111,450.00
59	050000694031	1/22/2021	1/22/2021	NEI801086566	STANFORD HEALTH CARE	\$114,622.48	\$40,649.91	\$30,743.31	\$9,906.60	\$83,879.17
60	000065921085	2/6/2020	2/6/2020	PAS839225318	STANFORD HEALTH CARE	\$97,895.09	\$32,927.40	\$184.22	\$32,743.18	\$97,710.87
61	000067958160	9/9/2020	9/9/2020	NEI801085175	STANFORD HEALTH CARE	\$20,773.54	\$11,810.86	\$9,995.06	\$1,815.80	\$10,778.48
62	000067602879	9/3/2020	9/3/2020	UAL823819425	STANFORD HEALTH CARE	\$126,121.40	\$14,967.54	\$0.00	\$14,967.54	\$126,121.40
63	000067683485	7/27/2020	7/31/2020	BFQ827224954	STANFORD HEALTH CARE	\$159,083.16	\$23,290.00	\$0.00	\$23,290.00	\$159,083.16
64	000065722059	10/22/2019	10/22/2019	CCM825816222	STANFORD HEALTH CARE	\$15,645.27	\$9,002.66	\$7,272.33	\$1,730.33	\$8,372.94
65	000061888157	3/1/2018	3/1/2018	AJL848180902	STANFORD HEALTH CARE	\$16,157.21	\$15,971.88	\$162.88	\$15,809.00	\$15,994.33
66	050000726026	11/20/2020	12/11/2020	HPU000866307	STANFORD HEALTH CARE	\$1,643,518.44	\$780,342.56	\$478,443.00	\$301,899.56	\$1,165,075.44
67	050001550095	3/3/2021	3/4/2021	GRW825149714	STANFORD HEALTH CARE	\$123,457.59	\$29,903.74	\$0.00	\$29,903.74	\$123,457.59
68	050000910078	12/30/2020	12/30/2020	MXD824502253	STANFORD HEALTH CARE	\$32,185.24	\$11,704.01	\$2,097.38	\$9,606.63	\$30,087.86
69	000066809390	4/29/2020	4/29/2020	XEA901917569	STANFORD HEALTH CARE	\$31,779.46	\$13,423.09	\$7,148.51	\$6,274.58	\$24,630.95
70	050005107859	1/19/2022	1/22/2022	XOF890387307	STANFORD HEALTH CARE	\$102,975.18	\$38,631.00	\$0.00	\$38,631.00	\$102,975.18
71	050000535240	10/31/2020	11/1/2020	LCB855082373	STANFORD HEALTH CARE	\$175,700.56	\$143,700.56	\$0.00	\$143,700.56	\$175,700.56
72	050000592745	11/11/2020	11/11/2020	VKM826270191	STANFORD HEALTH CARE	\$50,842.72	\$32,355.72	\$0.00	\$32,355.72	\$50,842.72
73	050001070925	12/29/2020	1/1/2021	VKM826270191	STANFORD HEALTH CARE	\$106,585.36	\$106,585.36	\$0.00	\$106,585.36	\$106,585.36
74	050002467338	5/3/2021	5/3/2021	WAG032923957	STANFORD HEALTH CARE	\$429.00	\$39.00	\$0.00	\$39.00	\$429.00
75	050003079840	7/5/2021	7/5/2021	WAG032923957	STANFORD HEALTH CARE	\$429.00	\$39.00	\$0.00	\$39.00	\$429.00
76	050001634262	2/27/2021	2/27/2021	WAG032923957	STANFORD HEALTH CARE	\$429.00	\$39.00	\$0.00	\$39.00	\$429.00

LUCILE SALTER PACKARD CHILDREN'S HOSPITAL, STANFORD HEALTH CARE, STANFORD HEALTH CARE - TRI-VALLEY, STANFORD HEALTH CARE- PROFESSIONAL V. BLUE CROSS BLUE SHIELD OF ILLINOIS, BLUE CROSS BLUE SHIELD OF ILLINOIS PPO, BLUE CROSS BLUE SHIELD OF TEXAS, BLUE CROSS COMMUNITY HEALTH PLAN, BLUECROSS BLUE SHIELD OF NEW MEXICO

FC 28536

No.	File Number	Admit Date	Discharge Date	Patient ID	Provider Name	Total Charges	Expected Under Anthem BC Contract	Total Paid	Total Outstanding Balance Under Anthem BC Contract	Total Outstanding Balance of Reasonable and Customary
77	050002391482	4/26/2021	4/26/2021	HPU000866049	STANFORD HEALTH CARE	\$33,753.11	\$16,041.40	\$0.00	\$16,041.40	\$33,753.11
78	000067076121	5/3/2020	5/3/2020	PAS830059959	STANFORD HEALTH CARE	\$52,967.93	\$17,154.24	\$0.00	\$17,154.24	\$52,967.93
79	050000512198	1/4/2021	1/4/2021	PAS023677004	STANFORD HEALTH CARE	\$206,342.98	\$62,128.07	\$0.00	\$62,128.07	\$206,342.98
80	050001987407	4/30/2021	5/21/2021	AMR842506484	STANFORD HEALTH CARE	\$950,585.09	\$451,337.80	\$354,589.40	\$96,748.40	\$595,995.69
81	050001665983	4/19/2021	4/19/2021	XOX83204477	STANFORD HEALTH CARE	\$117,429.25	\$37,653.42	\$0.00	\$37,653.42	\$117,429.25
82	000305268640	12/1/2020	12/4/2020	PAS826743178	STANFORD HEALTH CARE - PROFESSIONAL	\$34,168.55	\$31,871.24	\$0.00	\$31,871.24	\$34,168.55
83	050000651386	11/12/2020	11/24/2020	TPV832545748	STANFORD HEALTH CARE	\$878,873.59	\$98,409.07	\$0.00	\$98,409.07	\$878,873.59
84	000062131861	4/20/2018	4/20/2018	UPT838478614	STANFORD HEALTH CARE	\$28,362.00	\$28,362.00	\$0.00	\$28,362.00	\$28,362.00
85	050000547918	11/24/2020	11/24/2020	ADM820346747	STANFORD HEALTH CARE	\$33,242.12	\$11,358.00	\$0.00	\$11,358.00	\$33,242.12
86	000067860311	11/5/2020	11/5/2020	TUX829796465	STANFORD HEALTH CARE	\$30,736.55	\$11,358.00	\$0.00	\$11,358.00	\$30,736.55
87	000066535726	2/13/2020	2/13/2020	mx626824401	STANFORD HEALTH CARE	\$16,797.96	\$9,689.71	\$7,959.62	\$1,730.09	\$8,838.34
88	000067776960	8/14/2020	8/14/2020	KJH821076738	STANFORD HEALTH CARE	\$15,878.52	\$9,081.69	\$7,351.59	\$1,730.10	\$8,526.93
89	000065951981	11/19/2019	11/19/2019	SKL835352688	STANFORD HEALTH CARE	\$18,720.00	\$8,298.97	\$0.00	\$8,298.97	\$18,720.00
90	050001886364	6/9/2021	6/9/2021	PKA832246249	STANFORD HEALTH CARE	\$77,008.58	\$18,197.00	\$0.00	\$18,197.00	\$77,008.58
91	050000338706	10/20/2020	10/20/2020	TMD832758725	STANFORD HEALTH CARE	\$251,030.00	\$22,333.99	\$19,429.99	\$2,904.00	\$231,600.01
92	050000004424	9/30/2020	9/30/2020	UAL840988895	STANFORD HEALTH CARE	\$89,941.99	\$56,541.11	\$0.00	\$56,541.11	\$89,941.99
93	000066188450	12/18/2019	12/18/2019	A6D828628108	STANFORD HEALTH CARE	\$153,077.67	\$57,799.27	\$19,592.87	\$38,206.40	\$133,484.80
94	050000370671	1/5/2021	1/5/2021	PAS824025754	STANFORD HEALTH CARE	\$89,183.02	\$31,286.02	\$1,857.75	\$29,428.27	\$87,325.27
						\$23,858,391.21	\$8,694,294.61	\$3,768,166.90	\$4,926,127.71	\$20,090,224.31